EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

JOSEPH HAN and TONY CHANG, on behalf of themselves and others similarly situated,

Plaintiffs,

v.

STERLING NATIONAL MORTGAGE COMPANY, INC., JONATHAN GOLDBERG, ADAM DEJAK, and MICHAEL BIZENOV,

Defendants.

Case No.: 09-cv-5589 (JFB)(AKT)

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

If you were employed at Sterling National Mortgage Company, Inc. ("Sterling") as an Inside Loan Officer from December 22, 2003 to June 2010, and were paid on a draw against commission basis, please read this Notice.

DATED: ______________________________, 2012

PLEASE READ THIS NOTICE CAREFULLY

This Notice relates to a proposed settlement of a class and collective action litigation. It has been authorized by a federal court. It contains important information as to your right to participate in the settlement, make a claim for payment or elect not to be included in the class.

Introduction

Former employees of Defendant Sterling, Tony Chang and Joseph Han, filed a lawsuit for allegedly unpaid overtime wages and other claimed damages against Defendants. The Court in charge of this case is the United States District Court for the Eastern District of New York. The lawsuit is known as *Han and Chang v. Sterling National Mortgage Company Inc., et al.* The individuals who filed the lawsuit are called the Plaintiffs. Plaintiffs allege in the lawsuit that, among other things, Defendants failed to pay them and other similarly situated inside loan officers overtime for hours worked over 40 in a workweek, in violation of the Fair Labor Standards Act ("FLSA") and New York State Labor Law. Defendants deny the Plaintiff's allegations. It is Defendants' position that Sterling properly compensated Plaintiffs and other Inside Loan Officers paid on a draw against commission basis.

Although Defendants deny that Sterling had any requirement to pay overtime to Inside Loan Officers or that they are liable or owe damages to anyone, Defendants have concluded that it is in their best interests at this time to resolve Plaintiff Han's and Chang's claims on behalf of Plaintiffs' and other Inside Loan Officers paid on a draw against commission basis. Accordingly, Plaintiffs and Defendants have agreed to settle the action subject to the approval of the Court. Defendants have agreed to pay a maximum of $785,000. The Court has not decided who is right and who is wrong. Your legal rights may be affected, and you have a choice to make now. These rights and options are summarized below and fully explained in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

PARTICIPATE	As described more fully below, to participate in the settlement send a properly completed Claim Form and Release to the Claims Administrator that must be post-marked by ____________. If you fail to submit a timely Claim Form and Release, you will receive no monetary distribution from the settlement.
EXCLUDE YOURSELF	If you wish to exclude yourself ("opt-out") from the lawsuit you must follow the directions outlined in response to question 11 below.
OBJECT	Write to the Court about why you believe the settlement is unfair or unreasonable. If the Court rejects your objection, you will still be bound by the terms of the settlement for claims under New York Law unless you submit a valid and timely Request for Exclusion Form. You will not be bound by the settlement if you opt-out of this action as described herein. If you object you may appear at the Fairness Hearing to speak to the Court about the fairness of the settlement.

1. Why did I receive this notice?

You have received this notice because Defendant Sterling's records show that you worked for Sterling as an Inside Loan Officer at sometime between December 22, 2003 and June 2010, and you were paid on a draw against commission basis.

2. What is a class action?

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people who have similar claims. These other people are known as Class Members. In a class action, one court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Honorable Judge Joseph Bianco of the United States District Court for the Eastern District of New York, is presiding over this class action. Judge Bianco has not made any determination about who is right or wrong in this lawsuit.

3. Why is there a settlement?

Class Counsel analyzed and evaluated the merits of the claims made against Defendants in the Litigation, investigated Defendants' pertinent payroll policies, analyzed payroll data for Plaintiffs and a significant sample of the putative Class Members and evaluated Defendants' ability to pay a judgment. Based upon their analysis and evaluation of this data, relevant law, and the substantial risks of continued litigation, including the possibility that the litigation, if not settled now, might not result in any recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for several years, Plaintiffs' Counsel entered into this proposed settlement. Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable and adequate and that this Agreement is in the best interest of the Named Plaintiffs and Putative Class Members. Your estimated portion of the settlement will be based on the number of weeks you worked during the class period, after all attorneys' fees, costs, taxes, and administrative charges have been paid.

4. Payment to Class

If you elect to participate in this proposed settlement, you will be paid a proportionate share of the Settlement Fund based on a formula taking into account each week you worked for Defendant Sterling during the period December 22, 2003 to June 2010. This figure contemplates your approximate proportionate share of the settlement fund, after payment of professional fees, costs, and customary withholding taxes. If you would like information about the amount of your individual settlement payment, please contact Class Counsel, CK Lee, Esq., Kraselnik & Lee, PLLC, 30 East 39th Street, Second floor, New York, 212-465-1188.

5. Payment to Class Representatives

The Settlement proposes that the named Plaintiffs Tony Chang and Joseph Han, who took a lead role in this litigation and assisted in its resolution, and who timely submit Claim Forms, each receive service payments of $25,000.00 in compensation for taking a leading role in this litigation, for their significant involvement and time in discovery for the benefit of the Class Members.

6. Procedures

To receive a distribution from the settlement fund, you must timely complete and return the enclosed Claim Form and Release according to instructions provided on the form, including: (1) an acknowledgement that, by signing the Claim Form and Release, you elect to participate in this proposed settlement ("opt-in") to the case pursuant to 29 U.S.C. § 216(b); and (2) a release of claims consistent with that set forth in paragraph 10 of this Notice. The Claim Form and Release must be personally filled out by the current or former employee who seeks to participate in the Settlement or someone with a legal right to act on his or her behalf.

The Claim Form and Release must be properly completed, signed, and mailed to the Claims Administrator via First Class United States Mail, post-marked by ________________ 2012 (the "Bar Date"). If you do not properly complete and timely submit the Claim Form and Release, you will not be eligible to receive any monetary distribution.

You should keep in mind that if you do not opt out, and if you do not properly and timely complete and return the Claim Form and Release by the Bar Date, and in accordance with instructions provided on the form, you will not receive a distribution from the settlement fund, but you will still be bound by the Release of all claims as described below.

If you timely return the enclosed claim form to the Settlement Claims Administrator so that it is post-marked by the ________2012 Bar Date , the Settlement Claims Administrator will make your payment after a Fairness Hearing is held by the Court.

If the Court grants final approval of the Settlement, this action will be dismissed with prejudice and Class Members who do not opt out will fully release and discharge Defendants through _____, 2012 from all claims asserted in the Complaint as described below. This means that you cannot sue, continue to sue, or be party of any other lawsuit against Defendants regarding the claims brought in this case, although you may still retain certain Federal claims. It also means that all of the Court's orders will apply to you and legally bind you. In addition, by signing the Claim Form and Release, you will forever and fully release Defendants through ____, 2012 from all Fair Labor Standards Act asserted in the Complaint.

The Release in the Settlement Agreement provides that:

> **By operation of the entry of the Judgment and Final Approval, and except as to such rights or claims as may be created by this Agreement each individual Class Member who does not timely opt-out pursuant to this Agreement forever and fully releases Defendants from Released Rule 23 Class Claims. Released Rule 23 Class Claims" means all wage and hour claims that could have been asserted under federal or state law by or on behalf of Class Members, but not including claims under the Fair Labor Standards Act ("FLSA"). The Released Rule 23 Class Claims include all claims that could be asserted in this Litigation, and any claim that could**

be asserted against Defendants under state, federal and local law, including all claims under the New York Labor Law ("NYLL") (but excluding the FLSA), relating to the failure to pay wages, back wages, overtime, minimum wages, all 'derivative benefit claims' (*i.e.*, claims for benefits resulting from alleged failure to pay overtime or wages, both ERISA and non-ERISA benefits), interest, liquidated damages, penalties, attorneys' fees, and any other form of compensation or relief permitted under any federal, state or local laws.

By operation of the entry of the Judgment and Final Approval, and except as to such rights or claims as may be created by this Agreement each individual Authorized Class Claimant (that is, class members who return the Claim and Release Form) forever and fully releases Defendants from all Released Claims. "Released Claims" means all wage and hour claims that could have been asserted under federal or state law by or on behalf of Authorized Claimants, including under the Fair Labor Standards Act and New York Labor Law. The Released Authorized Claimant Claims include all claims raised in this Litigation, and any claim that could be asserted against Defendants under state, federal and local law, including the FLSA and NYLL, relating to the failure to pay wages, back wages, overtime, minimum wages, all 'derivative benefit claims' (*i.e.*, claims for benefits resulting from alleged failure to pay overtime or wages, both ERISA and non-ERISA benefits), interest, liquidated damages, penalties, attorneys' fees, and any other form of compensation or relief permitted under any federal, state or local laws.

7. How Do I Exclude Myself From The Settlement.

If you do not want a payment from this settlement, but you want to keep the right to sue or continue to sue Defendants, on your own, about the legal issues in this case or which could have been brought in this case, then you must take steps to exclude yourself from this case.

If you intend to exclude yourself, you must mail a written, signed statement to the Claims Administrator stating "I opt out of the Sterling wage and hour settlement" and include your name, address, and telephone numbers ("Opt-out Statement"). To be effective, the Opt-out Statement must be mailed to the Claim Administrator via First Class United States Mail, postage prepaid, and postmarked by the Bar Date of ____________________, 2012.

Claims Administrator

If you exclude yourself from the Lawsuit and Settlement, you will NOT be allowed to object to the settlement as described in paragraph 18 below.

8. If I don't exclude myself from the settlement, can I sue Defendants for the same thing later?

Unless you exclude yourself, you give up any rights to sue Defendants under federal and state law with regard to the claims brought in this case or which could have been brought in this case. However, if you do not exclude yourself and do not return a claim and release form, you will retain your right to sue under the Federal Fair Labor Standards Act if you were employed during the past three years. If you have a pending lawsuit, speak to your lawyer in that case immediately to see if this settlement will affect your other case. Remember, the exclusion deadline is ________________, 2012.

9. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive any money from this lawsuit. But, you may sue, continue to sue, or be part of a different lawsuit against Defendants regarding these same claims.

10. Do I have a lawyer in this case?

The law firm of Kraselnik & Lee, PLLC, 30 East 39th Street, Second floor , New York, New York 10016 has been designated as legal counsel to represent you and the other Class Members. These lawyers are called Class Counsel. You will not be charged separately for these lawyers. Their fees are being paid from the total settlement fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to $284,999.00 (36 % of the settlement fund established by Defendants) to them for attorneys' fees plus litigation expenses and costs to be paid from the settlement fund. The fees would pay Class Counsel for all work that they have performed in this action including filing briefs, engaging in discovery, investigating the facts, attending court conferences, participating in private mediation, and negotiating and overseeing the settlement.

12. How do I tell the Court that I don't like the settlement?

You can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. If the Court rejects your objection, you will still be bound by the terms of the settlement of your claims under New York Law unless you have submitted a valid and timely request for exclusion. To object, you must send a letter saying that you object to the settlement of *Han and Chang v. Sterling National Mortgage Company, Inc. et al.* Your statement must include all reasons for the objection and any supporting documentation in your possession. Your statement must also include your name, address, and telephone numbers.

If you wish to present your objection at the fairness hearing described below, you must state your intention to do so in your written objection. You statement should be as detailed as possible otherwise the court may not allow you to present reasons for your objection at the fairness hearing that you did not describe in your written objection. Mail the objection to the settlement claims administrator via First-Class United States Mail, postage prepaid at the address below. Your objection will not be heard unless it is mailed to the Claim Administrator via First Class United State Mail and post-marked by the ______________ 2012 Bar Date.

Claims Administrator

The Claims Administrator will share your objection with Class Counsel and Defendants' counsel and your objection statement will be filed with the Court.

You may not object to the settlement if you submit a letter requesting to exclude yourself or "opt-out" of the settlement of the lawsuit.

13. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself form the settlement ("opting-out") is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

The Court will hold a fairness hearing to decide whether to approve the settlement. Class Counsel will answer questions the Judge may have. You do not have to come to the hearing, but you are welcome to do so at your own expense.

If you send an objection, it is not necessary for you to come to Court to talk about it, but you may do so at your own expense or pay your own lawyer to attend. As long as you mailed your written objection on time, the Court will consider it. If you do attend the hearing, it is possible that you will not be permitted to speak unless you timely object in writing as described above and notify the Court of your intention to appear at the fairness hearing.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at _______ on ______________, 2012, at the United States District Court for the Eastern District of New York, 100 Federal Plaza, Central Islip, New York, New York, in Courtroom _______.

At this hearing the Court will consider whether the terms of the settlement are fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

15. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can review the settlement agreement by asking for a copy of the Settlement Agreement by writing or calling either C.K. Lee, Kraselnik & Lee, PLLC, PLLC, 30 East 39th Street, Second floor , New York, 212-465-1188 or emailing Mr. Lee at cklee@kraselniklee.com

4819-3802-8814, v. 1

Han and Chang v. Sterling National Mortgage Company, Inc. et al.

Claims Administrator

[NAME]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER]

CLAIM FORM AND RELEASE
INSTRUCTIONS

In order to receive any portion of the settlement funds described in the Notice of Pendency of Class Action and Proposed Settlement ("Notice"), you must sign, date, and return this Claim Form and Release to the Settlement Claims Administrator **postmarked by the _______________2012 Bar Date**

CHANGES OF ADDRESS

It is **your responsibility** to keep a current address on file with the Settlement Claims Administrator. Please make sure to notify the Settlement Claims Administrator of any change of address.

Han and Chang v. Sterling National Mortgage Company, Inc. et al.

Settlement Claims Administrator
[Name]
[Address]
[Address]
[Phone]

***[DATE]*.**

CLAIM FORM AND RELEASE

THIS FORM MUST BE POST-MARKED OR NO LATER THAN [DATE].

[To be pre-inserted by Claims Administrator:]

Name:
Address:
City, State Zip Code
Social Security No.

[To be provided by employee:]

Name/Address Changes, if any

____

____

____

( )__________________
Area Code Home Telephone Number

I understand that this lawsuit is being brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, et seq. ("FLSA") and New York state law. I hereby consent and agree to join the case of *Han and Chang v. Sterling National Mortgage Company, Inc. et al., U.S.D.C., E.D.N.Y., 09-CV-5589.* I consent and agree to be bound by any action by the Court. I further agree to be bound by the collective action settlement herein approved by my attorneys and approved by this Court as fair, adequate, and reasonable.

I hereby designate the law firms of Kraselnik & Lee, PLLC to represent me in this action.

My signature below constitutes a full and complete release and discharge of Sterling National Mortgage Company, Inc, Jonathan Goldberg, Adam Dejak and Michael Bizenov, their present and former owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, insurers, attorneys, parents, subsidiaries, affiliates, benefit plans, plan fiduciaries, and all persons acting by, through, under or in concert with any of them ("Sterling Defendants) by me and by my respective heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns, from any and all wage and hour claims, demands, rights, liabilities, expenses, and losses of any kind, that I have, had, or might have had against Sterling Defendants based on any act or omission that occurred at any time up to and including ____, 2012, related to any of the facts or claims alleged in this Litigation, even if presently unknown and/or un-asserted, including but not limited to: The Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. § 201, *et. seq*. and the wage and hour laws and regulations of the State of New York, including, the New York Labor Law Article 6 and 19, the New York Minimum Wage Act, §§650 *et. seq*. and Minimum Wage Orders, 12 N.Y.C.R.R. § 142-1.1 *et. seq*., and 12 N.Y.C.R.R. §§ 142-2.4, 142-3.4, all derivative benefit claims (*i.e.*, claims for benefits resulting from alleged failure to pay overtime or wages, both ERISA and non-ERISA benefits), interest on such claims, and attorneys' fees, expenses and costs related to such claims in exchange for a proportionate share of the Gross Settlement Payment based on the number of workweeks employed during the period December 22, 2003 through June 2010.

I declare under penalty of perjury that the above information is correct.

Date Signature